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Collective Agreement Provisions in Major Manufacturing Establishments

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COLLECTIVE AGREEMENT PROVISIONS IN MAJOR MANUFACTURING ESTABLISHMENTS

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FOREWORD

This review of collective agreement provisions in major manufacturing establishments is the fifth in a series of reports on topics of broad practical interest to labour and management.

This report was prepared in the Labour-Management Division of the Economics and Research Branch, Department of Labour, under the direction of Dr. R.M. Adams. The study was planned and carried out by Mr. F.L. Quinet under the supervision of Mr. M. Spalding, and with the assistance of staff members of the Collective Bargaining Section. The Department of Labour wishes to acknowledge the co-operation of the companies and unions which made available the collective agreements required for the study.

J.P. Francis,
Director,
Economics and Research Branch.

CONTENTS

LIST OF TABLES

LIST OF TABLES – Continued

LIST OF TABLES – Concluded

LIST OF TABLES – Continued

LIST OF TABLES – Concluded

INTRODUCTION

Manufacturing industries in Canada employ more than 1,500,000 men and women. The wages, working conditions and other terms of employment of a substantial proportion of the non-office work force in the manufacturing sector have long been regulated through collective bargaining.

At the present time, approximately two-thirds of all non-office workers in manufacturing establishments with 15 or more employees are covered by collective agreements. The unions which represent the organized workers in the manufacturing sector include the most important labour organizations in Canada in terms of their total membership strength.

Examination of collective agreements brings out the ways in which labour and management deal with some of the problems of mutual concern. Furthermore, collective agreements not only lay down the terms of employment of the workers to whom they apply, but may influence the working conditions of other workers as well. In this sense, collective agreements in one segment of industry may have an impact reaching out to other sectors of the industrial community.

This bulletin reviews a wide range of provisions negotiated in major manufacturing establishments in Canada. The data presented cover manufacturing establishments with 300 or more non-office employees under an agreement. The collective agreements reviewed were those in effect at January 1, 1962; more than one-third of the agreements examined were scheduled to remain in effect until 1963 or later.

In total coverage, the review extends to 361 establishments in 17 groups of manufacturing industries. The analysis includes agreements covering a total of 274,660 non-office employees, or approximately one-half of all non-office workers under agreement in Canadian manufacturing establishments having 15 or more employees.

As indicated in the Table of Contents, the information on the various contract provisions is presented in ten tables. Each of the first nine tables covers a broad subject matter area. The last table contains data on a variety of provisions that could not be readily grouped under specific headings.

Definitions

To ensure consistent and systematic tabulation of agreement provisions, definitions of technical terms were formulated with a view to identifying, with as much precision as possible, the various subject matters to be analyzed. A certain degree of inconsistency in the use of technical terms in collective agreements was noted during the preparation of the study. It was found, for instance, that the meaning of the term "severance pay" varied from one agreement to another. It was therefore necessary in this case, as in others, to apply a uniform definition so as to ensure that all the provisions tabulated as "severance pay provisions" would in fact have the same basic meaning. It

was not, of course, the intention of the authors to impose definitions on the reader, but to make the reader aware of the general meaning given to certain terms used in the tabulation. In the tables presented in this bulletin, references are made to technical notes. These are provided where the terminology used in the tables was considered to require explanation.

It is also perhaps worthy of note that in a number of cases the language used in the agreements was not entirely clear; in such instances, the provisions were classified subject to the proviso that they may be open to other interpretations as well.

Exclusion of Certain Provisions

Schedules of job classifications and wage rates, as well as certain other provisions, including some of considerable significance, were not included in the study because of their inherent complexity or some other factor precluding meaningful statistical treatment. For example, provisions specifically referring to "technological change" were not tabulated as such because a close examination of agreements suggested that the matters arising out of technological change are often dealt with in a variety of clauses that make no direct reference to technological change. Thus a tabulation limited to the very few specific provisions that were found in this field would have conveyed a misleading impression as to the degree to which the institution of collective bargaining is responding to technological change. Also excluded from the analysis were provisions regarding "joint job evaluation". Again, a study of job evaluation clauses revealed that outside of a few specific cases, namely the "Co-operative Wage Study" (C.W.S.) plans, the degree to which labour and management jointly participated in the process of evaluating jobs was not clearly indicated in most of the provisions reviewed.

Provisions concerning medical benefits, pensions and similar welfare arrangements were also omitted from the scope of the study, as these are usually set out in detail in documents separate from the collective agreement.

It should be pointed out, furthermore, that no analysis that is confined to written agreements and other documents can provide a complete picture of the industrial relations practices established in a given bargaining unit. This is so not only because the absence of a written provision with respect to any particular matter will not always mean the absence of a definite practice, but also because some matters may remain subject to informal arrangements. Thus written agreements and related documents do not necessarily represent a complete inventory of the terms of employment in unionized establishments.

REVIEW OF MAJOR FINDINGS

The results of the study, illustrated with examples of the actual provisions, are reviewed here under the following headings: Union Security; Seniority; Hours of Work; Premium Pay for Time Worked; Pay for Time Not Worked; Pay Guarantees; Grievances and Arbitration; Special Provisions for Women; Older or Handicapped Workers; and Miscellaneous Provisions.

UNION SECURITY

Union security is a subject of key importance in collective bargaining. Union security clauses in collective agreements are designed, fundamentally, to ensure for the union (a) continuity or expansion of membership, and (b) continuity of revenue. The two main forms of union security clauses incorporated into collective agreements are clauses that provide for union membership as a condition of employment for some or all of the employees in a bargaining unit, and clauses that provide for a commitment by the employer to deduct (check-off) union dues and assessments from some or all of the employees for whom the union bargains.

Collective agreements contain a variety of union security provisions. These, however, can be grouped into broad classifications. On the one hand, union security provisions regarding union membership as a condition of employment can be classified into closed shop, union shop, modified union shop, and maintenance of membership* provisions. On the other hand, provisions concerning the collection of union dues by the employer, i.e., check-off provisions, can be broadly divided into those that stipulate a voluntary form of check-off (with or without escape clause), and those providing for some form of compulsory check-off.**

In the agreements reviewed, check-off provisions were significantly more frequent than clauses requiring union membership as a condition of employment. While the agreements in 86 per cent of the establishments included check-off clauses, only 60 per cent of establishments had contracts

---

* The *closed shop* was defined as a union security clause providing, essentially, that employers must hire and retain in employment union members only. The term *union shop* was used for provisions requiring all employees to become union members as a condition of continued employment, within a specified period after being hired. Under these provisions, however, no direction is given to the employer as to whom he may hire. Clauses classified as *modified union shop* were those exempting from compulsory membership all employees who are not union members at the time the agreement comes into force, but requiring all those taken on subsequently to join the union. Another form of union security was the *maintenance of membership* provision, i.e., a clause under which there is no obligation for employees to join the union; however, those who do, must, as a condition of employment, maintain their union membership throughout the life of the agreement.

** Under a *voluntary check-off* provision, an employee signs voluntarily an authorization before the check-off becomes effective in his case; under some types of voluntary check-off the employee may have the right to revoke his authorization later, either at any time or only during a specified period before the anniversary, renewal or termination date of the contract. (Alternatively, the check-off may be irrevocable during the life of the agreement.) The term *compulsory check-off* was applied to clauses under which there is no choice for the individual, nor does he (usually but not in all cases) have the right to revoke the check-off.

with some kind of union membership provision. At a time when labour organizations are faced with complex problems which often require costly professional advice and research, the frequency of check-off provisions – inasmuch as these guarantee union resources – is significant.

Union Membership Provisions

In the agreements included in the study, the most common forms of compulsory union membership were union and modified union shop. These provisions were embodied in the contracts of 46 per cent of the major manufacturing establishments. Within this group, provisions for modified union shop were more frequent than those for straight union shop.

An example of a union shop provision is given below:

> All employees of the Company, as a condition of continued employment, shall be and remain members of the Union in good standing, throughout the period governed by this agreement.

The following provision is an illustration of modified union shop:

> From the date of this agreement all new employees shall become and remain members of the Union in the third month of employment. The Union agrees that it will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union, and further that the Company is not obligated to terminate any employee for any reason other than the failure of an employee covered by this agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Next to union and modified union shop, maintenance of membership arrangements were most frequent. These were in effect in 12 per cent of the establishments.

The clause below illustrates maintenance of membership for present and future union members:

> No employees shall, as a condition of employment or otherwise, be obliged to become members of the Union. It is understood, however, that as a condition of their continued employment with the Company, employees who are members in good standing of the Union on the execution date of this Agreement, shall so remain for the duration of this Agreement. The same applies to employees who become members of the Union during the life of this Agreement.

Closed shop clauses, under which union membership prior to hiring is a condition of employment, were found to be in force in only one per cent of the major manufacturing establishments.

The clause below is an example of a closed shop provision:

> The Company agrees to employ only members of this Union so long as the Union is able to supply competent men. The Union agrees to, as far as possible, keep a list of unemployed members and the Company to have free choice of such members so long as they remain in good standing with the Union. In the event of the Union being unable to supply competent men from their membership, the Company shall have the right to employ any available competent men, and such men shall be granted a permit from the Union and must become members of this Union within 30 days.

Another form of union security is the preferential hiring of union members. Under this arrangement, union members are given preference in the filling of vacancies. Provision for preferential hiring or re-hiring was made in the contracts of 54 of the 361 establishments.

Compulsory Check-Off Provisions

The collective agreements of about half of the major manufacturing establishments included various forms of compulsory check-off. The most common of these provisions was compulsory check-off for employees hired after a date stipulated in the agreement. Clauses of this category were written into the contracts of 67 of the 361 establishments.

Other variations of the compulsory check-off were, in descending order of frequency, compulsory check-off for all employees in an open shop; compulsory check-off for all employees in a closed, union or modified union shop; and compulsory check-off for all union members in establishments with no closed or union shop agreement.

The collective agreements of 12 per cent of the establishments contained miscellaneous check-off provisions, most of which called for some form of compulsory deduction of dues from company payrolls. Such provisions included: compulsory check-off for new employees and maintenance of check-off for others; compulsory check-off for present union members and new employees; compulsory check-off for employees who do not join the union; and compulsory check-off for non-union workers and voluntary check-off for union members.

Appended to a number of compulsory check-off clauses were permissive escape features. These allow an employee to revoke the check-off of union dues within a period of time before the agreement expires, or within a time limit after a new agreement is signed, or if membership in the union is at some time withheld or withdrawn from an employee.

The following example is a provision for compulsory check-off for employees hired after a certain date that includes, as well, a revocability feature.*

> Any employee hired on or after Feb. 15, 1957, and before the commencement of this agreement shall, as a condition of employment, within 30 days after the commencement of this agreement sign and deposit with the Employer an approved check-off form

* In coding compulsory check-off provisions, revocability features were not taken into account.

authorizing the Employer to deduct and pay to the Union an amount equivalent to its initiation fees and regular monthly dues. Such check-off form shall, when so deposited, be irrevocable except during the period of 60 days immediately preceding the expiry date of this agreement so long and to the extent that the law permits.

Any employee hired after the commencement of this agreement shall, as a condition of employment, upon the completion of his 60 day probationary period of employment, sign and deposit with the Employer an approved check-off form authorizing the Employer to deduct and pay to the Union an amount equivalent to its initiation fees and regular monthly dues. Such check-off form shall, when deposited with the Employer, be irrevocable except during the period of 60 days immediately preceding the expiry date of this agreement so long and to the extent that the law permits.

Voluntary Check-Off Provisions

Provisions for voluntary check-off were not as common as clauses establishing compulsory check-off as a condition of employment. Voluntary check-off clauses were included in the collective agreements of 36 per cent of the major establishments. The majority of these clauses provided also for the revocability of the check-off authorization by the employee, either at any time or at a specified time, usually near the expiry date of the agreement. In the other clauses, no revocability privilege was stated.

The clause below is an illustration of voluntary check-off revocable at any time:

The Company agrees to deduct Union dues from the pay of those employees who have voluntarily signed an Authorization Card requesting the Company to do so. The Company and the signatory Union agree that they will not coerce or intimidate or discriminate against any employee because he accepts, cancels or refuses to accept or cancel an Authorization or Termination of Authorization Card with respect to deduction of such dues.

An employee may cancel his request for deduction of Union dues from his pay at any time upon written notice to take effect thirty days from the payday next following receipt of notice of cancellation by the Company.

It is further understood that the Company is offering this service at the request of and for the personal convenience of its employees. Deductions will be made once monthly for the full monthly dues and under no circumstances will partial deductions be made or arrears collected by payroll deduction.

The Company does not accept the responsibility for the collection of fines levied against individual members by the Union involved.

The following provision is an example of voluntary irrevocable check-off with an escape feature:

On the receipt of written authorization from an employee, the Company will deduct from the Employee's pay on the second week of each month the amount due the Union by the employee for Union dues and initiation fees. The Company will transmit

to the authorized representative of the Union the total deductions from the pay of all employees who have submitted written authorization, with a list in duplicate for all employees so deducted. An employee may cancel his authorization in the thirty day period prior to the termination of this agreement.

SENIORITY

Seniority refers to the length of service an employee has accumulated, usually within a specified unit, i.e., the plant, department, occupation, etc., and generally serves as a basis for determining the order of promotion, transfer, lay-off and recall; in most collective agreements, however, the application of seniority is tied in with other factors, such as ability, qualifications and efficiency of the employee.

Seniority on Lay-Off

Nearly all of the establishments included in the survey had collective agreements with a seniority clause providing a measure of protection to senior employees in the event of a lay-off. In one-half of the establishments covered, the agreement provision on this point was to the effect that senior employees will be retained, provided their qualifications to perform available jobs are satisfactory (sufficient, normal, average, etc.). Such provisions were along the lines of the following example:

> In the event of reduction of staff and rehiring of employees seniority shall apply, provided the employee with the greater amount of seniority can satisfactorily perform the job he is assigned to, or can learn the job within a reasonable time.

Approximately one-third of the establishments had agreements providing for the retention of senior employees with ability equal or equivalent to that of workers with lesser seniority. Two examples of a provision to this effect are given below:

> In all cases of lay-off or recall the following factors shall be considered:
>
> Length of Continual Service
> Ability and Efficiency
>
> When the above factors are relatively equal, the length of continual service shall be the determining factor.
>
> * * *
>
> Subject to the provision that there be equality of skill, efficiency and general ability as determined by the Company, the last employee to be hired in a Department shall be the first to be laid-off when staffs are being reduced.

In six per cent of the establishments seniority in combination with other factors, with no relative weight assigned to any factor, was the basis for

95290—3½

determining the order of lay-offs. In three per cent of the establishments the workers were subject to lay-off solely on the basis of their seniority standing.

Retention of Seniority During Term of Lay-Off

Most of the establishments surveyed – eight out of every ten – had in their contracts a clause providing for the retention of seniority during the term of a lay-off. By far the most frequent arrangements in this respect were those providing for a specific period of retention; very few provisions left the length of seniority retention unspecified or indefinite.

In approximately 40 per cent of the establishments, the length of the period during which seniority is retained was not related to the length of service. The majority of the clauses in this group provided for a period of retention of 12 months or less.

In about one-quarter of the establishments, retention of seniority was graduated according to length of service with most of these clauses allowing seniority retention for up to two years.

Preferential Treatment for Union Officials in Case of Lay-Off

About one-third of the establishments had agreements in which the seniority rules governing the sequence of lay-off were modified to reduce or preclude the possibility of lay-off for officials of the union, in order that they could continue to carry on their responsibilities. The following three clauses are examples of such special provisions for union officials:

> So that the Union may be assured full representation, members of the Bargaining Committee will retain top seniority during their term of Office.
>
> * * *
>
> Recognized Union Executives and members of the Plant Committee will be retained in the service of the Company during their respective terms of office, notwithstanding their position on the seniority lists, so long as the Company has work available and which they are qualified to perform.
>
> * * *
>
> Members of the Union Board of Administration shall have special favourable consideration during their term of office as to seniority in the event of lay-off.

Seniority on Promotion

In nine out of every ten establishments, the agreement specifically mentioned seniority as a factor to be taken into account when promoting employees. However, the weight given to this factor was subject to a variety of limitations.

The most common formula called for the application of seniority where the qualifications of the employees concerned are substantially equal. Clauses to this effect, illustrated by the following three examples, were included in the collective agreements of more than half of the establishments.

> Promotions within the bargaining unit shall be made by the Company on the basis of seniority where ability and training are substantially equal providing the senior employee meets the physical requirements of the job.
>
> * * *
>
> Promotions or transfers to higher paid or more desirable jobs within the bargaining unit shall be based upon the skill, ability and experience of the employee concerned. When these factors are equal then seniority shall govern.
>
> * * *
>
> Seniority shall apply in cases of promotions, demotions, transfers, lay-offs, and recalls, except when the skills, competence, efficiency and qualifications of one of the employees concerned are considered demonstrably greater.

Less common as a basis for promotion was the principle that seniority shall govern, provided the senior employee's qualifications to perform the job are sufficient (normal, average, etc.); collective agreements of 30 per cent of the establishments had a provision along these lines, as illustrated by the following example:

> In promotion, demotion, upgrading, downgrading and transfer of employees, the seniority and the ability of the employee shall be the governing factors.
>
> Preference shall be given to that employee with the greatest seniority provided he has the ability to do the job and he can meet the normal rate of production, as to quantity and the normal standard as to quality.

In seven per cent of the establishments surveyed, seniority was mentioned as one of several factors to be considered in promotions, but the relative importance of each factor was not indicated.

Seniority on Transfer out of the Bargaining Unit

In the general context of seniority, the question may be raised as to what happens to the seniority standing of an employee who has been promoted or transferred out of the bargaining unit. If he returns to a job within the bargaining unit at a later date, will he be entitled to the seniority he had at the time of the promotion? Can he be credited, in addition, with seniority for the time served outside the bargaining unit? The agreements of about four establishments out of every ten laid down the procedures to be followed in these circumstances. In some establishments seniority credits were allowed to accumulate during an employee's absence from the bargaining unit:

> If an employee is promoted to a supervisory position which is not subject to the provisions of this Agreement, the employee shall retain his/her seniority and if transferred back to a position which

is subject to the provisions of this Agreement, the seniority which has accumulated during the time served in the supervisory capacity will be placed to his/her credit.

In other establishments the agreement clause on this subject either precluded accumulation of seniority while permitting retention, or made retention or accumulation of seniority subject to specified limits. These variations are illustrated by the three examples below:

> Any employee promoted out of the bargaining unit will not accumulate seniority during his period out of the unit, but will retain his seniority prior to promotion.
>
> * * *
>
> Any employee who is hereafter promoted out of the bargaining unit to any job in the plant will be allowed 60 calendar days in which to accept the job on a permanent basis. If the employee fails to return to the bargaining unit within 60 calendar days, he shall forfeit his seniority in the bargaining unit. Every employee who heretofore was permitted to retain and/or accumulate seniority shall continue on the same basis for the duration of this Agreement.
>
> * * *
>
> Seniority shall be lost upon termination of employment for any reason, as well as upon transfer to a position outside the bargaining unit. Notwithstanding the foregoing, however,
>
> (i) . . . .
>
> (ii) seniority lost upon a transfer to a position outside the bargaining unit but within the said Plant, shall be restored upon re-entering the bargaining unit; full seniority credit for the time spent in such position shall also be granted upon re-entering the bargaining unit, if the employment within the bargaining unit prior to such transfer was for a period of not less than twelve months, and the time spent outside the bargaining unit was not more than two years; provided, in both cases, that the period of employment outside the bargaining unit was not interrupted otherwise than by a lay-off of less than twelve months.

HOURS OF WORK

While most collective agreements contain a specific statement as to the number of hours which will make up the normal (standard, regular) working day or week, there are many contracts which are not explicit on this point. However, whether or not they contain a specific reference to normal hours, agreements usually state or imply the number of hours for which an employee will receive straight-time pay. For example, the overtime provision will often stipulate that premium rates will be paid "for all hours worked in excess of eight hours per day and 40 hours per week", thereby implying that eight hours per day and 40 hours per week will be paid for at straight time.

In this study the data on daily and weekly hours were derived wherever possible from clauses stating the normal (standard, regular) hours of work or, where no such clause was found, from provisions setting out the number of straight-time hours in a day or week.

On the basis of such provisions, the eight-hour day and 40-hour week were clearly predominant. Of the establishments surveyed, 83 per cent had agreements providing for an eight-hour day, and 79 per cent had contracts stipulating a 40-hour week. In most of the remaining establishments, longer daily or weekly hours were provided for.

In the great majority of the agreements examined, specific provision was also made with respect to the number of working days in a week. Clauses stating the normal or regular number of working days per week were found in the contracts of 87 per cent of the establishments, and in nearly all of these the five-day week was the norm.

The two examples which follow are typical of the provisions concerning normal or regular hours of work:

> The regular hours of work shall be eight (8) hours per day and forty (40) hours per week.
>
> * * *
>
> (a) For employees assigned to day work, the normal number of hours of work per day shall be eight (8) hours from Monday to Friday inclusive.
>
> (b) For employees assigned to shift work, the normal number of hours of work per day shall be eight (8) hours for five (5) days in a week in accordance with the schedule established from time to time for such employees.
>
> (c) This statement of normal number of hours of work per day is for the purpose of calculating overtime only, and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

PREMIUM PAY FOR TIME WORKED

Closely connected with the matter of hours of work are the various forms of premium pay for time worked. The substantial and widespread reduction in working hours which has gradually taken place in industry during the past few decades was bound to give new importance to premium pay provisions in collective agreements. A shorter working day or week, for instance, is likely to make a plant more dependent on additional working time (generally remunerated at premium rates) when production deadlines must be met or special orders filled.

For the purposes of this study, premium pay for time worked was defined as pay at rates higher than straight-time pay for time actually worked. The following are some of the forms of such premium pay:

- Overtime premium rates for work performed outside an employee's regular daily or weekly hours.

- Overtime premium rates for work performed on the employee's normal day off, e.g., Saturday and Sunday.
- Premium rates for work performed on paid holidays.
- Shift differentials for work on evening and night shifts.

Of the 361 establishments included in the study, all but three had contracts providing for overtime premium rates after daily hours, and all but six had provisions for premium rates for work performed on holidays. In most of the contracts premium rates were also laid down for overtime on Saturdays and Sundays and for work on evening and night shifts.

Overtime Premium Rates after Daily or Weekly Hours

Nearly all of the contracts reviewed entitled the employee to a premium rate of time and a half for work in excess of a certain number of hours in a day. The hours paid for at the premium rate were usually those in excess of the regular or normal work day.

In most of the establishments, the rate of time and a half applied to all overtime hours worked in a day; in other establishments, the contracts stipulated time and a half as the initial overtime rate, followed by a higher rate after a certain number of overtime hours.

Provisions for overtime on a weekly basis were not nearly as frequent as those relating premium pay to daily hours. Clauses calling for premium rates for work in excess of certain number of weekly hours were found in the contracts of only about one-half of the establishments.* The great majority of these clauses stipulated time and a half as the premium rate to be paid for such overtime.

The following excerpts are three examples of provisions for premium pay for daily or weekly overtime:

> An employee will be paid one and one-half (1½) times his applicable hourly rate for any time actually worked—
>
> (i) in excess of eight (8) hours in one (1) work day, or (ii) in excess of forty (40) hours in one (1) work week, excepting, in all cases, when such excess is due to change of shift.
>
> * * *
>
> Overtime at the rate of time and one-half will be paid for all work performed in excess of the regular work day or the regular work week.
>
> * * *
>
> An employee shall be paid at the rate of time and one-half for work required to be performed in excess of the normal number of hours of work per day provided, however, that he shall be paid at the rate of double time, instead of at the rate of time and one-half, for all hours worked in excess of twelve (12) consecutive hours.

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* Does not include clauses which do not deal with weekly overtime as such, but which may be relevant in this context inasmuch as they provide for premium pay for work on certain days outside the regular work week. Such clauses are discussed under the heading *Overtime Premium Rates on Saturday or Sunday.*

Overtime Premium Rates on Saturday or Sunday

In most of the agreements, specific provision was made for premium pay for work on a Saturday or Sunday (or sixth or seventh day of an employee's work week) where work on such days is not normally scheduled.

Under these provisions, time and a half was the usual rate for work on Saturday. For work on Sunday, double time was the most frequent premium, but time and a half was also fairly common. The two excerpts below are examples of such clauses:

> Time and one-half shall be paid for all hours worked in excess of eight (8) per day and for all hours worked during the period 8:00 a.m. Saturday to 8:00 a.m. Monday.
>
> * * *
>
> Double time shall be paid for all work performed on Sundays.

In a number of contracts various other provisions were made with respect to premium pay for Saturday or Sunday work. Some of these set the premium at time and a half for a certain number of hours, and at a higher rate for time worked thereafter; and some of the clauses concerning Sunday work provided for premium pay as well as an alternative day off. Examples of such clauses are given below:

> Employees working on a Saturday will be paid at the rate of time and one-half for the first eight (8) hours, and double time thereafter, which must have written authorization from the Plant Manager or his delegate.
>
> * * *
>
> All hourly paid employees will receive time and one-half for all time worked during the regular shutdown periods on Sundays. They shall be entitled to take and expected to take one (1) day off during the week to be mutually arranged between the employee and his foreman.

Premium Rates for Work on Paid Holidays

For work performed on paid holidays, the most frequent rate was time and a half in addition to holiday pay (i.e., time and a half in addition to the pay the employee would be entitled to if he did not work on the holiday). Provisions to this effect were found in the contracts of some 44 per cent of the establishments. In another 14 per cent of the establishments, the contracts also set the premium at time and a half, but did not state whether or not this was to be in addition to holiday pay.

Reproduced below is an example of a clause providing for time and a half in addition to holiday pay:

> If hourly-rated employees do perform work on any of the listed above public holidays, they shall receive pay at their regular rates for eight (8) hours as set forth in (A) above, and shall in addition be paid at one and one-half times their regular rates for all hours worked on such days.

Less frequently, the contracts set the rate for holiday work at double time or higher, sometimes explicitly in addition to holiday pay. Under a few agreements, employees working on holidays were to be compensated at straight time in addition to holiday pay.

About nine per cent of the agreements granted a premium rate for holiday work and provided also for an alternative day off with pay. An example of such a clause is given below:

> An employee who is obliged to work on a paid plant holiday will be entitled to time and one-half for the time worked on such holiday and to one (1) day off with pay, at a time mutually convenient to such employee and the management.

Shift Premiums

The great majority of the agreements examined contained clauses dealing with shift operations. Under such clauses, wage differentials were granted to employees working shifts other than the day shift.

Most commonly, the wage differentials for shift work were in terms of a cents-per-hour premium. Where an evening shift as well as a night shift were provided for in addition to the day shift, the night shift premium was usually higher than the premium for the evening shift.

For the evening (afternoon, second) shift, the premium was most often within the range of 5 to 10 cents an hour; for the night (third) shift, premiums ranging from 8 to 12 cents an hour were the most common.

In a small proportion of the agreements, shift premiums were expressed as a percentage of the employee's straight-time wage rate.

Of the two clauses below, the first is an example of a provision for cents-per-hour premiums; the second is a provision for shift premiums expressed in percentage terms:

> A premium of seven cents per hour shall be paid for work performed on regularly scheduled evening shifts commencing between the hours of 3:00 p.m. and 9:59 p.m. A premium of ten cents per hour shall be paid for work performed on regularly scheduled night shifts commencing between the hours of 10:00 p.m. and 2:59 p.m. The premium shall be added to the rates after, and not before, calculating overtime and will at all times be shown separately from the rates.

* * *

> A night shift premium of five (5) per cent of an employee's straight-time rate will be paid for all hours worked on shifts half or more of the hours of which are scheduled between 6:00 p.m. and 6:00 a.m.; except that an employee working on a shift regularly scheduled to start between the hours of 10:00 p.m. and 2:00 a.m. will receive a night shift premium of ten (10) per cent of his straight-time rate for all hours worked. This premium shall be paid only for actual hours worked, and no bonus or premium shall be calculated thereon.

Apart from premiums for evening and night shifts, agreements may also provide special compensation for employees whose regular work schedule includes work on Saturdays or Sundays. Of the agreements examined, a small proportion had provisions along these lines, usually with respect to Sunday work:

> An employee engaged in shift work, whose regular work schedule includes Sunday work, shall be paid, in addition to any shift premium, a premium of seventeen (17) cents per hour for each hour worked on Sunday. The premium is to be added to the rate after, and not before, calculating overtime.

PAY FOR TIME NOT WORKED

Clauses granting certain time off with pay have come to be a standard feature of collective agreements. All of the agreements reviewed had a provision for paid holidays, and nearly all provided also for a paid annual vacation.

In addition to holidays and vacation clauses, over one-half of the establishments had in their contracts provisions for paid bereavement leave, and about one-third granted compensation to employees called for jury duty or testimony in court.

Rest periods, meal periods and wash-up time were also paid for under many of the agreements included in the study.

In 45 per cent of the establishments, the contracts either granted a certain amount of paid sick leave, or indicated that a measure of cash compensation for wage loss due to illness was provided under a group insurance plan. Collective agreements, however, do not mention sick leave benefits in all cases where plans providing such benefits exist, and it is likely therefore that compensation for wage loss due to illness was available in more establishments than the contracts indicate.

Paid Holidays

In nearly one-half of the establishments, provision was made for eight paid holidays per year, while clauses granting nine paid holidays per year were found in the contracts of slightly more than one-quarter of the establishments. Most of the remaining contracts granted less than eight paid holidays per year. However, about one-half of the contracts granting less than eight paid holidays had a provision for some form of additional holiday pay, such as more than a day's pay for some of the holidays.

Provisions granting some form of additional holiday pay were found most often in the agreements negotiated in the pulp and paper industry. Also characteristic of the contracts in this industry were provisions for floating holidays. Such holidays, sometimes called superintendent's holidays, could be taken at any time mutually agreed on between the employee and the company.

95290—4½

The following excerpt is an example of a holiday clause which grants higher pay for some of the holidays and provides also for floating holidays:

> All hourly paid employees who have been in the service of the Company for not less than thirty (30) days immediately preceding a statutory holiday shall be entitled to receive holiday pay for Christmas Day, New Year's Day, Labour Day and St. John the Baptist Day, under the following conditions:
> (1) Christmas and New Year's Day holidays pay shall be at the rate of (12) times the employees' regular hourly rate.
> (2) Labour Day and St. John the Baptist holidays pay shall be at the rate of (8) times the employee's regular hourly rate.
> .....
>
> Each regular employee shall be entitled to two (2) Superintendent holidays with pay per year at the employee's regular rate of pay. These holidays shall be granted on mutual agreement between the employee and his Superintendent three (3) days prior to the taking of the holiday, but will not occasion a mill shut down except at the discretion of the Company.

In about one-half of the contracts, the holiday clauses included specific provisions concerning holidays falling on Sunday. Most of these provisions stipulated that such holidays would be observed on a working day, usually the preceding Friday or the following Monday. In some contracts similar provisions were made with respect to holidays falling on Saturday, or holidays falling on any day that is an employee's scheduled day off.

More often than not, the contracts also included provisions concerning holidays occurring during an employee's vacation period. Nearly all of these provisions either granted the employee an extra day's pay, or added a day with pay to the employee's vacation.

In most of the contracts, various conditions were laid down governing eligibility for holiday pay. These frequently included the requirement that, subject to certain exceptions, the employee must work on the working day preceding and the working day following the holiday in order to qualify for holiday pay.

Paid Vacations

Paid annual vacations, generally varying in length according to years of service, were provided for in the collective agreements of 98 per cent of the establishments.

Under most of the agreements, employees were granted an annual vacation of two weeks after service ranging from two to five years, while employees with shorter service were entitled to a vacation of one week. In one-fifth of the establishments, all employees were granted a two-week vacation after the first year of service.

The great majority of the contracts provided also for vacations of three weeks. Such vacations were most often granted after ten to 15 years of service.

In over one-half of the establishments, employees with long service could qualify for a four-week vacation. The length of service required to earn a leave of four weeks was most often set at 25 years.

Under three contracts, employees with more than 25 years of service were eligible for an annual vacation of five weeks.

Paid Meal and Rest Periods

Under the collective agreements of approximately one-third of the establishments, employees were entitled to meal and rest periods without loss of pay. In the case of meal periods, however, pay was frequently conditional on shift work, overtime, or special circumstances.

An example of a clause dealing with meal and rest periods is included below:

> (a) Lunch and rest periods shall be allowed as follows:
>
> | Lunch | Rest Periods |
> |---|---|
> | Men and Women (day work) 30 or 60 minutes without pay. | 10 minutes in each half of shift with pay. |
> | Men and Women (shift work) 30 minutes with pay. | 10 minutes in each half of shift with pay. |
>
> (b) Lunch and rest periods will be arranged at the discretion of the foreman with a view of avoiding the shutting down of machines.
>
> (c) The Company and Union will co-operate to eliminate any loss of production that may occur in the scheduling of lunch and rest periods and in the extension of smoking privileges. Should re-scheduling of lunch and rest periods or any changes as a result of the extension of smoking privileges be necessary, the Company and the Union will jointly work out such revision of the present schedule and smoking privileges as may be necessary.

Paid Leave on Death in Family

This type of provision, usually found under such headings as "bereavement pay" or "funeral leave," is designed to protect an employee from loss of pay for a certain length of time when a death in the family necessitates his absence from work. More than one-half of the establishments included in the study had such provisions in their contracts, often along the lines of the following example:

> Pay, at regular day work rate if a day worker, or applicable wage classification rate if an incentive worker, not to exceed three (3) days will be paid an employee who loses either wife, husband, father, mother, son, daughter, sister or brother. Payment is made only to the extent of time lost while making arrangements for and/or attending the funeral.

Paid Leave for Jury Duty or Court Witness

Nearly one-third of the establishments had in their agreements provisions granting a certain amount of pay to an employee who has to take leave from work for jury duty. Some of these provisions granted such compensation also in cases where an employee is called to appear in court as a witness. As illustrated by the following two examples, the pay provided for in these circumstances was either a daily lump sum, or an amount representing the difference between the employee's regular wages and the pay received by him for the performance of his duty in court.

Any employee with one or more years of seniority who is called to and reports for jury duty shall be paid five dollars ($5.00) for each day partially or wholly spent in performing jury duty if the employee otherwise would have been scheduled to work for the Company and does not work. The Company's obligation to pay an employee for the performance of jury duty under this section is limited to a maximum of fourteen (14) days in any calendar year. In order to receive payment under this section, an employee must give the Company prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment.

* * *

Employees subpoenaed as a witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.

Such pay will exclude weekends and holidays and will apply to only those days they appear in court. Premium pay will not be included in "normal daily wages."

PAY GUARANTEES

Collective agreements often contain clauses providing employees with certain pay guarantees. These normally consist of reporting and call-in pay, and on occasion may include a guarantee of employment or earnings on a weekly or longer basis.

Reporting Pay Guarantee

Reporting pay clauses guarantee a certain amount of work or pay in lieu thereof to employees who report for work at the usual hour, without notification to the contrary, and either find no work available, or are not given work for a full shift. Such clauses were included in the great majority of the collective agreements examined.

In about 80 per cent of the establishments, the reporting pay clauses guaranteed from two to four hours of work or pay, with four-hour guarantees predominating, while five per cent of the establishments had other provisions in their contracts. In a number of cases, however, the guarantees were subject to certain conditions which often included the proviso that the guarantee will not apply in circumstances beyond the control of the company.

The following excerpts are three examples of reporting pay clauses:

A day worker who reports for duty at the beginning of his normal day and finds his work schedule has been changed, and reasonable effort has not been made to notify him shall, if possible, be given an opportunity to do other work for four hours or more, and the employee will be expected to accept such work. If four hours work or more is not available, however, two hours straight time shall be paid.

* * *

In the event that an employee reports for work on his regular shift, without having been previously notified not to report, he will be given at least three (3) hours work at his regular rate of pay, or, if no work is available, he will be paid the equivalent of three (3) hours at his regular rate of pay in lieu of work. This Clause shall not apply when a plant shut-down is caused by

exceptional circumstances such as fire, flood, power failure, etc. In such an eventuality, the Company will take all reasonable steps to notify the employees of the plant shutdown.

* * *

An employee reporting for work on a regular shift or half shift without having been notified previously not to report, shall be given full shift hours if work is available, or if no work is available he shall be given at least 4 hours' pay at average hourly earnings, provided that this section shall not apply in cases of emergency beyond the control of the Company such as tornado, flood, snowstorms, fire, breakdown of the supply of electric power from the Hydro Commission, activities of the Queen's enemies, or acts of God or any other acts beyond the control of the Company, or interference with the activity of feeder plants or suppliers of materials because of any of the foregoing or any labour dispute.

Call-In (Call-Back) Pay Guarantee

These provisions guarantee a minimum payment to employees who are either called to work outside their regular working hours, or who are recalled to work after completing a shift.

Call-in or call-back pay guarantees are a common feature in collective agreements. Of the 361 manufacturing establishments included in the review, 77 per cent had in their contracts provisions for call-in or call-back pay. Frequently, such clauses provided pay for a certain minimum number of hours at straight-time rate, or pay for actual hours worked at premium rate, whichever is the greater. This formula was in the contracts of 33 per cent of the establishments, while 44 per cent had a great variety of other provisions. Some of these, for instance, guaranteed pay for a certain number of hours at the premium rate of time and one-half; some made no reference to premium rates; and some provided for varying amounts of call-in pay depending on the time of the call-in.

Included below are four examples of different call-in pay provisions:

An employee called out for emergency duty shall be paid for a minimum of three hours at his regular hourly probationary or job rate. Where an employee's wages calculated on the basis of time actually worked on such emergency duty, including any overtime premium to which he is entitled, are greater than the said minimum, then he shall be entitled to such greater amount in lieu of such minimum.

* * *

If an employee is summoned by the Company to return for the performance of any emergency work at other than his regularly scheduled working hours, he shall be paid at the rate of time and one-half for all hours worked pursuant to such summons and shall, in any event, be paid for a minimum of two hours work at the rate of time and one-half even though he may have worked for less than two hours.

* * *

An employee who is called and returns to work, after he has completed his scheduled shift and has left the premises of the Company shall be paid, regardless of the amount of time worked not less than four (4) hours straight-time pay.

* * *

Men called in to work outside their regular hours shall be paid a minimum of three (3) hours for such emergency work. Should those three (3) hours fall on a Saturday, time and a half would apply, and on a Sunday or paid holiday, double time would apply.

Travel Allowance on Call-In (Call-Back)

Closely related to call-in (call-back) guarantees are provisions designed to reimburse employees for transportation expenses or time spent in travelling when called to work outside regular hours. Such provisions, however, are not frequent. Of the contracts examined, fewer than ten per cent contained a clause granting a travel allowance on call-in or call-back. Some of these clauses were quite general and did not mention any amount, but the majority specified the basis for determining the amount of such an allowance, sometimes along the lines of the following example:

An employee who is called from home for emergency work Monday through Friday, shall be paid the applicable overtime rate plus one hour's pay at average earnings to cover travelling time, provided that he returns home before his regular shift.

An employee who is called from home for emergency work on Saturdays, Sundays, or holidays shall be paid the applicable overtime rate plus one hour's pay at average earnings to cover travelling time if he works four hours or less.

In either of the above cases, the employee called in for emergency work shall be guaranteed a minimum of two hours' pay at overtime rates, plus one hour's pay at average earnings to cover travelling time.

Guaranteed Employment or Earnings

While reporting and call-in pay clauses were found in the great majority of the agreements reviewed, only five per cent of the establishments had contracts providing work or pay guarantees on a longer basis. Such provisions generally guaranteed a certain minimum number of hours of work or pay in a week. In one instance, the agreement gave an annual guarantee of employment to a specified number of employees in the establishment.

The first of the two provisions quoted below is an example of a weekly guarantee; the second provision is the only annual guarantee which was found in the agreements reviewed.

Hourly-rated full-time employees who are scheduled to work and who are at work are guaranteed a pay equal to 37½ hours at their regular rate per week. Should the lack of work be attributable to Acts of God or causes beyond the control of management this guarantee will be reduced by the number of hours lost due to the Act of God or cause beyond the control of management. Each hour of overtime worked during a minimum week will be credited as one and one-half hours against this guarantee. To qualify, employees must be available and willing to accept such work as may be provided for them.

Statutory holidays paid for during any week where the minimum guarantee is effective, shall be considered as part of and included in the pay for the minimum week.

If the employee fails to avail himself of the hours of work provided, the guaranteed minimum week shall be reduced by the difference between the actual hours worked and the hours of work made available.

* * *

Subject to the right of the Employer to discharge, suspend or discipline any employee, and

Subject to strikes, fire, lightning, sabotage, power failure, flood, earthquake, riot, catastrophe, enemy action, impact of aircraft, acts of God, or other similar conditions beyond the reasonable control of the Employer:

The Employer agrees to establish for the life of this contract a work force of 77 women and 314 men having top seniority (a total of 391) to each of whom it will make available 52 weeks' work of 40 hours each annually, including vacation pay, holiday pay and pay for any and all hours not worked.

The Employer also agrees to establish for the life of this contract a secondary work force of 16 women and 17 men having the next highest seniority (a total of 33) to each of whom it will make available 44 weeks' work of 40 hours each annually, including vacation pay, holiday pay, pay for any and all hours not worked.

The total of the two groups is 424.

When a vacancy occurs in the female group of 16 the female employee outside the group having the most seniority will move into the group of 16. When a vacancy occurs in the female group of 77, the female employee in the 16 group having the most seniority will move into the group of 77. No female employee will move into the 16 group or the 77 group unless there is a vacancy in the particular group, i.e., the guaranteed groups will remain at 77 and 16 respectively.

Similarly when a vacancy occurs in the male group of 17 the male employee outside the group having the most seniority will move into the group of 17. When a vacancy occurs in the male

95290—5

group of 314 the male employees in the 17 group having the most seniority will move into the group of 314. No male employee will move into the 17 group or the 314 group unless there is a vacancy in the particular group, i.e., the guaranteed groups will remain at 314 and 17 respectively.

The employer reserves the right under this guarantee to assign any employee to work other than that at which he or she is regularly employed (except that male employees will not be assigned to jobs which are normally done by females or vice versa), and to compensate him or her for the same in accordance with the wage rate which prevails for the work to which he or she has been assigned as soon as he or she is assigned.

GRIEVANCES AND ARBITRATION

Provisions for an orderly adjustment of grievances are basic to sound industrial relations as it is practically impossible for a collective agreement to regulate all the specific problems which can arise in day-to-day operations.

In Canada the federal and almost all provincial labour relations laws require that every collective agreement contain a provision for final settlement, without work stoppage, of disputes arising out of the agreement. The legislation adopts the principle that private arbitration is the practical and acceptable method of settling unresolved differences over the interpretation, administration or alleged violation of a collective agreement.

All of the collective agreements examined contained provisions outlining methods of adjusting grievances, and the contracts of all but one establishment provided for final and binding arbitration of issues not settled at any preceding stage of the grievance procedure. In most agreements, however, the scope of arbitration was specifically limited only to matters arising out of the application, violation or interpretation of the agreement.

Grievance Procedure in Dismissal Cases

For grievances concerning dismissal of employees, the agreements of more than half of the establishments provided shorter or faster procedures under which certain steps in the regular grievance procedure would be waived. The following clause is an example of such a provision:

The Company may dismiss, for serious reason, any member of its personnel. Any employee who believes he has reason for complaint following a dimissal will submit his grievance without delay, at the third (3) stage of the Grievance Procedure, and if the grievance is not settled, at the Arbitration Procedure provided for in this Agreement. The onus of the proof is on the Company. If it is established that the dismissal was not founded, the affected employee will be reinstated in his occupation, without any loss of rights and his complete wages will be reimbursed retroactive to the date of his dismissal. The dismissed employee will receive a notice of the reason of his dismissal and the Union will be advised.

Compensation for Grievance Work

The majority of the agreements made some provision for compensation of union representatives for grievance work. The most common provisions allowed payment for time spent on grievances during working hours, without placing any definite restriction on the amount of working time that may be so spent.

Two examples of such provisions are given below:

> Union representatives shall be paid at their current rates for time spent in meetings with representatives of management during their working hours.
>
> * * *
>
> A Grievance Committee man or Shop Steward shall be entitled, after having permission from his foreman, to leave his regular work for a reasonable period of time without loss of pay in order to make inquiry on a grievance and attempt to settle it, and to report to his foreman on recommencement of work.

Some agreements set a specific limit on the number of working hours that union representatives could spend on grievances without loss of pay:

> The Chief Steward and the Department Stewards who are members of the Conciliation Committee may request relief from their assigned duties to investigate or adjust on Company premises grievances arising from the meaning and application of this Agreement without deduction in pay, not to exceed a total of three (3) hours during any one week for each Department Steward and not exceeding a total of six (6) hours during any one week for the Chief Steward.

In a few establishments, the agreements allowed pay for time spent on grievances during working hours, but placed a restriction on the processing of grievances during such hours:

> Whenever possible, grievances will be serviced outside of working hours and on this understanding the company agrees that the stewards and members of the Grievance Committee shall not lose any pay for time lost by them in servicing grievances hereunder.

About ten per cent of the contracts contained a variety of other provisions. Some of these granted pay only for time spent in meetings requested by management.

Scope of Arbitration

The great majority of the agreements specifically limited the scope of arbitration to matters arising out of the application, administration, interpretation or alleged violation of the collective agreement. Under a few agreements other matters were arbitrable as well, such as, for instance, "any matter relating to wages, hours and working conditions not specifically covered by the agreement", or "all grievances and controversies which cannot

95290—5½

be adjusted by mutual consent" or "any complaint which may arise in the Department." Some ten per cent of the contracts were not explicit as to the range of matters that might be subject to arbitration.

Number of Arbitrators

Arbitration may be conducted either by a single arbitrator or a board of arbitrators. Nearly 80 per cent of the contracts provided for referral of unsettled differences to a board, usually composed of a company nominee, a union nominee, and an impartial member acting as chairman. In most of the other contracts the arbitration clauses provided for recourse to a single arbitrator.

A few agreements allowed the parties the option of having either a single arbitrator or an arbitration board. Such clauses usually provided for the establishment of a board should the parties fail to agree on a single arbitrator, as illustrated by the following example:

> The parties to this Agreement may, by mutual agreement, appoint an impartial arbitrator, whose decision will be final and binding, on both parties.
>
> The parties hereto will jointly bear the expense, if any, of the arbitrator.
>
> Failing to agree on a single arbitrator, the following procedure will apply:
>
> The parties to this Agreement shall each nominate an arbitrator. The two (2) arbitrators so nominated shall meet immediately and if they fail to settle the grievance within (5) working days of their appointment, they shall attempt to select, by agreement, a chairman of an Arbitration Board. If they are unable to agree upon a chairman within a further period of seven (7) working days, they will then request the Minister of Labour for the Province of Ontario to appoint an impartial chairman.
>
> No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
>
> Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the chairman of the Arbitration Board, if any.
>
> No matter may be submitted to Arbitration which has not been carried through all the previous steps of the Grievance Procedure.
>
> The Arbitrator or Arbitration Board will not have the authority to alter, modify, or amend any part of this Agreement; to make any decision inconsistent therewith, nor deal with any matter not covered by this Agreement.
>
> The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the chairman of such board will be final and binding upon the parties hereto.
>
> At any stage of the arbitration proceedings, the arbitrator or arbitration board may have the assistance of the employee or employees concerned, and any necessary witnesses, and all reasonable arrangements will be made to permit conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

SPECIAL PROVISIONS FOR WOMEN

Although the number of female employees covered by the collective agreements included in the study could not be determined, there is no doubt that in many of the establishments concerned women made up a fairly substantial proportion of the work force. However, only a relatively small number of the contracts contained provisions that related specifically to female employees.

The provisions referring to female employees dealt most often with such matters as equal pay for equal work, separate seniority units for women, and maternity leave. In two of the agreements examined, special provisions were made in regard to rest periods for female employees.

The principle of equal pay for equal work was specifically written into the contracts of nine per cent of the establishments, and about the same proportion of establishments had separate seniority units for women. Provisions for maternity leave were found in some 13 per cent of the contracts. The following excerpts are examples of such clauses:

Equal Pay

> Women's rates are based on "equal pay for equal work." Where an average woman cannot fully replace a man on a job, the woman's rate for that job shall be set proportionately lower than the man's rate. However, any woman who completely replaces a man on his job shall receive the man's rate for that job.

* * *

> Women shall receive the same rate of pay as men where they do work of comparable quantity and quality in the same job classification under comparable conditions. Where employment of women requires extra supervision or extra setup, or carry-off men, such factors shall be given proper weight in establishing equitable wage differentials between men and women in the same job classification.

Separate Seniority Unit

> Separate Seniority Lists shall be drawn up, one for men employees and one for women employees. They shall be based upon the date on which employees commence to work for the Company, and shall be established for each department or occupational group of employees. Lists will be kept, posted, and copies given to the Union, and after a lapse of four weeks from date of posting and delivery of lists to the Union, the accuracy of the list will be automatically acknowledged by all parties. Lists will be revised every six months.

* * *

> Because it is impractical to permit female employees to work in certain occupations, female employees covered by this agreement shall constitute a separate group for seniority purposes both departmental and plant wide.

Maternity Leave

> Leave of absence up to a maximum of one year will be granted by the Company upon application thereto by female employees for pregnancy.
>
> * * *
>
> Employees with six months of service but less than one year of service shall be granted maternity leave up to a maximum of six months with previous job guaranteed for the first six months and preference given in any subsequent hiring for the next six months. Employees with one year or more of service shall be granted maternity leave up to a maximum of one year with previous job guaranteed for the first six months and preference given in any subsequent hiring for the second six months.

OLDER OR HANDICAPPED WORKERS

Collective agreements sometimes contain clauses dealing with problems that may confront older or handicapped employees. Such clauses are usually designed to facilitate the continued employment of workers whose work capacity has been impaired by advancing age or injury. On occasion, collective agreements also include special provisions for workers who may wish to remain in employment past the normal retirement age.

Continued Employment of Older or Handicapped Workers

About one-fifth of the agreements examined had clauses concerning the retention of older or handicapped employees. Under these clauses, older or handicapped employees were usually entitled to be given preference on jobs involving lighter or more suitable work. Three examples of provisions to this effect are included below:

> Aged or partially incapacitated employees who have given long and faithful service in the employ of the company will be given preference for such light work as they are able to perform. Such employees will be paid the established rate for the job which they perform.
>
> If the assignment of such employees to lighter work will adversely affect the seniority status of any other employee in the seniority unit to which they are assigned, the assignment shall only be made after approval of the Local Union Committee.
>
> * * *
>
> Employees who have given long and faithful service in the employ of the company and have become unable to handle their jobs will be given preference of such other work as available.
>
> * * *
>
> Aged employees or employees with service so long as to justify special consideration, and who are unable, in the opinion of the Company Doctor, to continue in their duties to advantage, shall be given preference at such light work as they are able to handle, provided such light work is available, and shall have their rates revised accordingly.

Retired Workers

Only some three per cent of the contracts contained specific provisions dealing with the possibility of retention in employment of workers who have reached the normal retirement age. The following three clauses are examples of provisions of this kind:

> Normal retirement is age 65. An employee may continue in active service between ages of 65 and 69 at the discretion of the Company. Automatic retirement takes place as of the first month following the employee's attainment of age 69.
>
> * * *
>
> On the first day of the month after he reaches the retirement age sixty (60) for females, sixty-five (65) for males, every employee shall retire and his continuous service shall be terminated. However, the Company may re-employ an individual who is over the retirement age, although such an individual shall not be declared regular.
>
> * * *
>
> The normal retirement age will be sixty-five (65) years of age for men and sixty (60) years of age for women. Upon attainment of this retirement age, seniority rights may be waived and such employees may be assigned less exacting work more befitting their ability after mutual agreement between the Company and the Union.

MISCELLANEOUS PROVISIONS

Wage Reopeners

Some collective agreements make provision for the renegotiation of wages during the life of the contract while the rest of the terms remain in force until the agreement expires. Of the agreements included in the study, about six per cent had such clauses, commonly known as wage reopeners.

The wage reopeners, which do not guarantee that a wage adjustment will actually be made, were of four basic types, as illustrated by the examples below. One type provided for automatic wage reopenings at specified times during the life of the agreement. Another type authorized renegotiation of wages at specified times if so requested by either party. More often, however, the reopeners were of a type represented by the third example. Such clauses gave either party the right to reopen wages for negotiation at any time after due notice. Finally, there were provisions which permitted renegotiation of wages only in certain circumstances.

> All provisions and terms of this agreement are hereby mutually agreed upon by the signatories hereto, and it shall be effective from January 1, 1960, and shall remain in force until December 31, 1962. Either party may give notice in writing to the other party that it desires a modification or cancellation of the agreement. Such notice shall be given not sooner than (60) days nor later than (30) days prior to the expiration of the agreement.

It is agreed, however, that wages shall be reviewed each year in November and December and such adjustments mutually agreed upon shall be inserted in the agreement for the ensuing year. No notice shall be necessary for this purpose.

* * *

Each party shall have the right each year, during the life of this agreement, to give notice to the other, not less than thirty days and not more than sixty days prior to the anniversary date of this agreement, of its desire to change, amend or modify the existing wage scale.

* * *

The rates specified in appendix A shall remain in effect throughout the life of this agreement unless changed by mutual consent of the signatory parties at a meeting duly called on thirty (30) days' written notice by either of these parties.

* * *

The rates of pay shall be the ones in effect at the date hereof and shall stay in effect for the duration of this collective agreement; provided that each party may, during the term of the collective agreement, request a consideration of the rates of pay and hours of work, if warranted by the general economic situation. Such request shall be in writing and the parties shall meet within thirty (30) days of the day of delivery.

Cost-of-Living Allowance

While wage reopeners permit wages to be renegotiated but do not guarantee any adjustments, provisions for cost-of-living allowances require automatic adjustments in accordance with specified changes in living costs as measured by a recognized index of consumer price levels. Such adjustments may take the form of a bonus, or they may be incorporated into existing wage rates. Although the typical cost-of-living clause provides for adjustments downward as well as upward, it usually sets a floor below which no reductions may be made.

Provisions for a cost-of-living allowance were found in only nine per cent of the agreements reviewed. These provisions contained a number of different formulae for determining the amount of such allowance. The most common formula called for an adjustment of one cent per hour for each six-tenths of a point change in the D.B.S. Consumer Price Index, as in this example:

All employees in the bargaining unit shall be subject to the following cost-of-living allowance formula, determing the cost-of-living allowance as set forth below.

The cost-of-living allowance will be determined in accordance with the changes in the Consumer Price Index published by the Dominion Bureau of Statistics (1949 equals 100) and hereinafter referred to as the D.B.S. Consumer Price Index.

Commencing with the pay period beginning on or after March 20th, 1960, and each June 20th, Sept. 20th, Dec. 20th and March 20th

thereafter until the termination date of this Agreement adjustments in the cost-of-living allowance shall be as follows:

Effective Date of Adjustment:	Based on D.B.S. Consumer Price Index for:
First pay period beginning on or after:	
March 20th	February 1st
June 20th	May 1st
September 20th	August 1st
December 20th	November 1st

The amount of the cost-of-living allowances that shall be effective for any quarterly period shall be determined in accordance with the following table:

D.B.S. Consumer Price Index	Cost-of-Living Allowance Per Hour
127.2	None
127.8	1¢
128.4	2¢
129.0	3¢
129.6	4¢
130.2	5¢
130.8	6¢
131.4	7¢

and so forth, with one cent (1¢) for each six-tenths (0.6) of a point change in the index. The cost-of-living allowance will be adjusted up or down if and as required for each quarterly period in accordance with this Table; provided, however, that in no event will a decline in the D.B.S. Consumer Price Index below 127.2 provide a basis for reduction in the rates provided in this Agreement.

The amount of any cost-of-living allowance in effect at any time shall not be incorporated in the basic wage rates but shall be paid on all actual hours paid for except vacation hours, and in case of overtime shall be paid only for actual hours worked, not at time and one half.

In the event the Dominion Bureau of Statistics does not issue the Consumer Price Index on or before the beginning of the pay period referred to above, any adjustment in the allowance required by the Index shall be effective at the beginning of the first pay period after the Index has been officially published.

No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures for the D.B.S. Consumer Price Index on the basis of which the allowance has been determined.

The continuance of the cost-of-living allowance shall be contingent upon the availability of the official monthly D.B.S. Consumer Price Index, in its present form and calculated on the same basis as the index for February 1st, 1960, which was 127.2.

Leave of Absence for Union Business

Over 60 per cent of the agreements included in the study had provisions which allowed leaves of absence for union business, sometimes with restrictions on the number of employees who may be eligible for such leaves.

Some agreements dealt only with extended leaves for employees who have been elected or appointed to a full-time office in their union. Two examples of such clauses are given below:

> Approved absence shall be granted to one employee for not more than one year so that the employee may work in an official capacity for the local or the international union. The employee concerned must request approved absence in writing and provide written confirmation of his appointment. Extension of approved absence for a further period of one year may be granted upon written request.
>
> * * *
>
> In the case of an employee being appointed or elected to full time office in his Union, leave of absence up to one year will be granted. Further leave may be granted by mutual consent.

In a number of other agreements only short-term leaves were provided for, usually intended for employees who have been selected to attend union conventions or handle special union duties. Many contracts, however, contained provisions allowing both short-term and extended leaves for union business, as illustrated by this example:

> An employee who is elected or selected for full-time duty as an officer for, or representative of the union or to the executive staff of the CLC, which assignment will take him away from his employment with the employer, may apply in writing for leave of absence; such leave of absence shall be requested and granted yearly and shall cancel itself automatically upon termination of this collective agreement. For two years following the date the leave of absence is granted, the employee will accumulate seniority and service for employment reinstatement and thereafter will retain seniority for as long as his leave of absence continues in force. Following the termination of his leave of absence and his immediate return to work for the employer, he shall be reinstated to all privileges of employment and he shall be offered the same work in the department which he had left, or similar work at the then current rate of pay for such work. An employee who is selected as a delegate to the convention of the union, the CLC, or specific union duties, may apply to his foreman for time off to attend such duties and will be granted such time as may be necessary for this purpose.

Contracting Out

The great majority of the collective agreements did not include any explicit restrictions on the right of management to engage the services of outside contractors. Only some six per cent of the establishments were under agreements which placed certain limitations on the practice of contracting out.

The limitations on contracting out generally related to work normally performed by employees in the bargaining unit. The intent of a number of such clauses was to prevent contracting out in cases where it would lead to the lay-off of regular employees, or to protect regular employees against lay-off while an outside contract is in effect for work that such employees could

perform. In a few establishments contracting out was restricted to periods of full employment in the plant.

In several instances the clauses stipulated also that whenever practicable only union labour should be employed on contracted work.

Under some agreements the various restrictions on contracting out were coupled with provisions requiring the company to notify the union before an outside contractor is engaged.

Reproduced below are four examples of clauses placing different limitations on the practice of contracting out:

> The company will not contract out any work which is normally performed by members of the bargaining unit. Contracts in force as of the effective date of this agreement excepted. When outside contracts are necessary, the union will be notified before work commences, in order that representations may be made to the company. Only bona fide Union labour will be employed on any contracted work on Company property, if available in this area.
>
> * * *
>
> The Company has the right, subject to the other provisions of this agreement, to decide how and by whom any work is to be performed. However, in the exercise of this right the Company will not contract work out that results directly in the lay-off of any employee from the bargaining unit.
>
> * * *
>
> During the time that any outside contract is in effect for work which could be done by the Company's own mechanics, no regular mechanic will be transferred out or laid off, nor scheduled for less than a five (5) day work week. An exception will apply when work is fabricated elsewhere in order to secure the materials. This does not in any sense limit the number of regular mechanics to be carried by the Company. The Company agrees that whenever it is necessary to have work done by outside contractors, Union Labour will be procured if available in the city, provided other considerations such as quality of workmanship and service is satisfactory. The Company agrees to notify the Chief Steward of the Union before work commences in the plant for such work. This is for the purpose of informing him so that he can answer questions if they should arise when "outside" workers come into the plant.
>
> * * *
>
> No member of the Association who operates an inside shop shall send out to a Contractor work of a grade similar to that which he is manufacturing in his own shop unless the workers in his shop are employed full time. In such cases the Union should be notified at least twenty-four (24) hours before the work is sent out.

Moonlighting

On occasion employees may want to hold jobs outside their regular place of work, either in off-shift hours or during vacation or leave of absence. This practice, sometimes known as moonlighting, may be subject to certain restrictive provisions.

About seven per cent of the establishments included in the study had such restrictive provisions in their contracts. Close to one-half of these prohibited moonlighting during an employee's vacation:

> In accepting vacations with pay, each employee agrees that during the vacation period he shall not engage in any gainful occupation.

Under a number of other agreements, employees were liable to lose their seniority or be dismissed if they engaged in other employment while on leave of absence. Two examples of such clauses are included below:

> An employee will lose his seniority if he works for some other employer while on leave of absence from his work except when the company approves such other employment.
>
> * * *
>
> An employee engaging in other employment during a leave of absence or extension thereof shall be subject to immediate dismissal.

In two establishments, the agreement prohibited employees from engaging in "any other major occupation or business" in the course of their employment. In two other instances, outside employment was restricted along the following lines:

> Any employee engaged in selling goods or services in addition to his employment with this Company, who is found to be using his position with the Company to gain prospective customers, or whose part time employment is detrimental (in the opinion of the Company) to his service with the Company, shall be obliged either to forfeit his part time employment, or his employment with the Company.

Work Stoppages in other Establishments

In Canada, labour relations laws in most instances prohibit a strike or lockout while a collective agreement is in force, and clauses forbidding such work stoppages are written into collective agreements. In some agreements certain additional provisions are included concerning the obligations of the company's employees in the event of a labour dispute involving another company.

Such additional provisions were found in seven per cent of the contracts. In some contracts these provisions recognized the workers' right to refuse to handle or work on struck goods, or to refuse to cross a picket line. Under other contracts any involvement of the company or its employees in a dispute between another employer and his employees was expressly forbidden.

Of the four clauses reproduced below, the first two are examples of provisions allowing certain forms of sympathy action. The other two examples are provisions prohibiting any involvement in an unrelated dispute.

> Employees shall have the right to refuse to handle, work on, ship, or in any manner deal with any merchandise on behalf of any Employer who is engaged in a labour dispute with the International Union or any of its local Unions.
>
> * * *

In case of lockout or strike of any Union, it shall not be considered a violation of this Agreement for any member of the Union to refuse to deliver goods where such a controversy is going on.

* * *

The unions or any member or agent of the unions, by way of a sympathetic strike, secondary strike, slowdown, or otherwise in any manner whatsoever, shall not involve the company or any employee of the company directly or indirectly, in any dispute which, while this agreement remains effective, may arise between any other employer and the employees of such other employer.

* * *

The Union further agrees that it will not involve any employee of the Company or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer.

Notice of Lay-Off

Many collective agreements require the company to give advance notice to an employee who is to be laid off. In some cases the notice is to be given to the union, or to both the union and the employee concerned.

These provisions vary considerably in the degree to which they make notice of lay-off mandatory. Under some agreements the company has an unqualified obligation to give notice. Other agreements only require the employer to make an effort to do so. Many clauses waive or curtail the notice in emergencies or circumstances beyond the company's control. Other qualifying provisions may confine the notice requirement to lay-offs exceeding a specified length of time, or lay-offs of a certain scope. In some agreements provision is made for notice or pay in lieu thereof.

Clauses providing for notice of lay-off were found in one-half of the agreements reviewed. The notice period required by these clauses was seldom longer than seven days, and in many cases ranged from less than one day to three days. In a few agreements the length of notice was graduated according to years of service. There were also various other clauses, and in some of these the length of notice was left unspecified. Included below are four examples of different provisions for advance notice of lay-off:

Employees who are laid off shall be given three (3) working days' notice of such lay-off or three (3) days' pay in lieu of notice. Two working days before this, the Company shall give notice of the impending lay-off to the Union. This provision shall not apply if the lay-off is temporary, i.e., of one (1) week's duration or less, although a reasonable effort will be made by the Company to give one (1) day's notice of temporary lay-off.

* * *

In the event of lay-off due to lack of work, the employees affected and the Union shall be given one week's notice in advance, except in case of lay-offs or shutdowns occasioned by emergency conditions.

* * *

The Company agrees that wherever it is at all possible to do so, seven (7) days notice shall be given in the event of any lay-off extending in excess of five (5) consecutive working days.

* * *

In the case of lay-off, other than in the event of emergencies herein referred to, employees shall be given one working day's notice for every completed six (6) months' seniority, with a minimum notice of two (2) working days. In the case of an emergency due to causes beyond the Company's control which results in the closing of a part or the whole of a plant, employees shall be given one working day's notice for every completed six (6) months' seniority, with a maximum notice of five (5) working days and with a minimum notice of two (2) working days. If the Company determines that additional work, not to exceed three (3) days, is available at the time any lay-off is to become effective then the notice shall be deemed to be extended for the period represented by such additional days of work. Such extension shall be to the senior employees on lay-off notice who are employed in the department where the additional work is available.

In the case of recall of an employee for work of less than ten (10) days duration, the requirements in respect of notice of lay-off shall not apply provided the employee and the Union are given notice at the time of recall that such work is of a temporary nature.

Employees on lay-off notice shall be entitled to their guaranteed payment for the week in which notice is given, and should the notice extend into a subsequent week then the guaranteed payment for such week shall be that fraction of 36 hours pay which the normal hours for those days of the notice occurring in such week is of 40.

Severance Pay and S.U.B.

Clauses providing for severance pay were found in the contracts of five per cent of the establishments included in the study. In another 13 per cent of the establishments, the employees in the bargaining unit were covered by a supplemental unemployment benefit plan, commonly known as S.U.B.

Severance pay is special compensation paid by an employer to an employee who is separated from employment. Such compensation is usually intended only for employees separated through no fault of their own and with no expectation of recall.

In some agreements, severance pay is called termination pay. On occasion, these expressions are also used in connection with such payments as wages owing up to the date of separation, pay in lieu of notice, pay for unused vacation credits, pension benefits, payment of the employee's equity in a savings or profit sharing plan, and refund of his contributions to a pension fund. Payments of this kind were not regarded as severance pay in the context of the study.

The collective agreements which provided for severance pay sometimes confined such compensation only to separations arising out of the closing of a whole production unit, department, plant, or displacements resulting from technological change. Under other clauses, the right to receive severance pay was not limited to circumstances of this kind.

The amount of pay granted in these clauses was related to the employee's wages. Some agreements also scaled the amount according to length of service. Other agreements did not vary the benefits with service, but limited the entitlement only to employees who have been with the company for a certain length of time.

Two examples of severance pay clauses are given below:

> Separation payments shall be made to employees having one (1) or more years of continuous service who are permanently separated from the service of the company as a result of a reduction in the working force arising out of the closing of a department or unit of the company when it is not expected that the employee will be re-employed.
>
> Separation payments shall not be made:
>
> - To employees who have less than one (1) year's continuous service;
> - To employees who are laid off in gang reductions;
> - To employees who are discharged for cause;
> - To employees who voluntarily resign;
> - To employees who are retired on pension;
> - To employees who refuse an offer of employment by the Company in another unit of its business, the location of which is reasonably accessible to the location of the place of employment from which the employees are being dropped from the service.
>
> Separation allowances shall be computed on the basis of the following schedule which is to be used in computing the number of weeks' pay according to the years of continuous service. Payments are to be computed on the basis of forty (40) hours per week or the employee's basic work week if different at his regular rate of pay.

Years of Continuous Service	Weeks of Pay
1	1
2	1½
3	2
4	2½
5	3
6	3½
7	4½
8	5½
9	6½
10	7½
11 and over, add to	7½

> 1½ weeks' pay for each year of continuous service above ten (10) years.
>
> * * *
>
> In the event of an employee who has had five (5) years continuous service being discharged he will be entitled to receive fifty (50) hours pay.

While severance pay provisions usually apply only in the context of a permanent discharge, supplemental unemployment benefit plans are designed to assist not only employees who have been permanently laid off, but also those on a temporary lay-off.

Supplemental unemployment benefit plans are most often set out in full in separate documents, which may or may not be made part of the collective agreement. Such plans generally provide for the payment of certain additional weekly benefits to employees who are laid off and eligible to receive unemployment insurance benefits under the Unemployment Insurance Act. Some of these plans also make provision for the payment of a severance allowance in certain circumstances.

Other Provisions

Other provisions selected for review covered such matters as term of agreement, frequency of pay days, methods of paying wages, meal allowances, and the posting of job vacancies. Data on clauses of this kind are included in Table 10.

Table 1
UNION SECURITY

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
MEMBERSHIP				
No provision respecting membership as a condition of employment	143	(40)	122,240	(45)
Closed shop	4	(1)	2,330	(1)
Union shop	67	(19)	50,380	(19)
Modified union shop (compulsory membership for new employees, with maintenance of membership for others)	84	(23)	61,350	(22)
Modified union shop (compulsory membership for new employees, with no mention of maintenance for others)	15	(4)	8,960	(3)
Maintenance of membership for present and future members	44	(12)	27,520	(10)
Maintenance of membership for future members only	1	(–)	510	(–)
Maintenance of membership for present members only	0	(–)	0	(–)
Other	3	(1)	1,370	(–)
CHECK-OFF				
No provision for check-off of union dues	50	(14)	30,190	(11)
Voluntary, revocable at any time	24	(7)	13,960	(5)
Voluntary, irrevocable	42	(12)	23,400	(9)
Voluntary irrevocable, with escape clause	63	(17)	55,390	(20)
Compulsory for all union members, without closed or union shop	4	(1)	1,900	(1)
Compulsory for all employees in closed or union shop	21	(6)	25,020	(9)
Compulsory for all employees in modified union shop	9	(2)	12,090	(4)
Compulsory for all employees in open shop	38	(11)	30,820	(11)
Compulsory for employees hired after a certain date	67	(18)	53,630	(20)
Other[1]	43	(12)	28,260	(10)
PREFERENTIAL HIRING[2]				
No provision for preferential hiring of union members	307	(85)	239,630	(87)

Table 1 (Concluded)
UNION SECURITY

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PREFERENTIAL HIRING[2] (Concluded)				
Some form of preferential hiring (or re-hiring) of union members	54	(15)	35,030	(13)

Percentages of less than 0.5 are indicated by a dash (—).
For notes to tables see p. 56.

Table 2
SENIORITY

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
SENIORITY ON PROMOTION				
No specific provision	35	(10)	27,460	(10)
Seniority taken into account together with other factors	27	(7)	18,740	(6)
Seniority governs where qualifications to perform the job are equal (equivalent, etc.)	186	(52)	145,520	(53)
Seniority governs where qualifications to perform the job are sufficient (normal, average, etc.)	110	(30)	81,430	(30)
Straight seniority	3	(1)	1,510	(1)
SENIORITY ON LAY-OFF				
No specific provision	12	(3)	8,550	(3)
Seniority taken into account together with other factors	20	(6)	11,940	(4)
Senior employee retained provided his qualifications (or ability) to perform available job are equal (equivalent, etc.)	123	(34)	88,840	(32)
Senior employee retained provided his qualifications (or ability) to perform available job are sufficient (normal, average, etc.)	180	(50)	149,400	(55)
Lay-off on the basis of straight seniority	26	(7)	15,930	(6)
RETENTION OF SENIORITY DURING TERM OF LAY-OFF				
No specific provision	76	(21)	44,090	(16)
12 months or less	116	(32)	66,440	(24)
13–24 months	33	(9)	37,230	(14)
25–36 months	8	(2)	5,240	(2)
Over 36 months	1	(–)	300	(–)
Graduated according to length of service, maximum 12 months or less	8	(2)	5,980	(2)
Graduated according to length of service, maximum 13–24 months	48	(14)	32,910	(12)
Graduated according to length of service, maximum 25–36 months	27	(8)	26,060	(9)
Graduated according to length of service, maximum over 36 months	8	(2)	7,490	(3)
Other (3)	36	(10)	48,920	(18)

Table 2 (Concluded)
SENIORITY

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PREFERENTIAL TREATMENT FOR UNION OFFICIALS IN CASE OF LAY-OFF				
No specific provision	257	(71)	174,700	(64)
Provision for preferential treatment for union officials in case of lay-off	104	(29)	99,960	(36)
SENIORITY ON TRANSFER OUT OF BARGAINING UNIT				
No specific provision	229	(63)	167,690	(61)
Provision concerning seniority on transfer out of the bargaining unit[4]	132	(37)	106,970	(39)

Percentages of less than 0.5 are indicated by a dash (—).
For notes to tables see p. 56.

Table 3
HOURS OF WORK

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
DAILY HOURS[5]				
Number of daily hours not stated	26	(7)	15,090	(6)
7 hours	1	(–)	420	(–)
7½ hours	1	(–)	310	(–)
8 hours	298	(83)	238,540	(87)
8½ hours	20	(6)	11,850	(4)
9 hours	12	(3)	7,300	(3)
9½ hours	1	(–)	300	(–)
10 hours or more	2	(1)	850	(–)
WEEKLY HOURS[6]				
Number of weekly hours not stated	30	(9)	28,520	(10)
38 hours	1	(–)	310	(–)
40 hours	286	(79)	218,820	(80)
41 hours	3	(1)	2,710	(1)
42 hours	13	(4)	10,260	(4)
43 hours	5	(1)	1,900	(1)
44 hours	3	(1)	1,280	(–)
45 hours	11	(3)	6,930	(3)
46 hours	1	(–)	400	(–)
48 hours	8	(2)	3,530	(1)
WORK WEEK (DAYS)[7]				
Number of days not stated	48	(13)	39,920	(14)
Five	304	(84)	230,070	(84)
Five and a half	3	(1)	1,880	(1)
Six	6	(2)	2,790	(1)

Percentages of less than 0.5 are indicated by a dash (–).
For notes to tables see p. 56.

Table 4
PREMIUM PAY FOR TIME WORKED

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
OVERTIME PREMIUM RATES AFTER DAILY HOURS				
No specific provision	3	(1)	1,150	(—)
Time and a half	273	(76)	215,350	(79)
Time and a half followed by higher rate	85	(23)	58,160	(21)
OVERTIME PREMIUM RATES AFTER WEEKLY HOURS(8)				
No specific provision	191	(53)	146,550	(53)
Time and a half	154	(42)	120,360	(44)
Time and a half followed by higher rate	14	(4)	6,960	(3)
Other	2	(1)	790	(—)
OVERTIME PREMIUM RATES ON SATURDAY OR SIXTH DAY (Not Normally Worked)				
No specific provision	113	(31)	80,700	(29)
Time and a half	177	(49)	145,900	(53)
Double time	9	(2)	5,850	(2)
Straight time followed by higher rate	3	(1)	1,620	(1)
Time and a half followed by higher rate	49	(14)	34,890	(13)
Other	10	(3)	5,700	(2)
OVERTIME PREMIUM RATES ON SUNDAY OR SEVENTH DAY (Not Normally Worked)				
No specific provision	46	(13)	39,650	(15)
Time and a half	119	(33)	84,360	(31)
Double time	169	(46)	132,880	(48)
Double time and a half	2	(1)	780	(—)
Time and a half followed by higher rate	8	(2)	4,360	(2)
Double time followed by higher rate	2	(1)	1,000	(—)
Premium rate plus day off without pay	9	(2)	8,420	(3)
Other	6	(2)	3,210	(1)
PREMIUM RATES FOR WORK ON PAID HOLIDAYS(9)				
No specific provision	6	(2)	2,590	(1)
Time and a half(10)	51	(14)	30,310	(11)

Table 4 (Continued)
PREMIUM PAY FOR TIME WORKED

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PREMIUM RATES FOR WORK ON PAID HOLIDAYS[9] (Concluded)				
Double time[10]	17	(5)	27,800	(10)
Double time and a half[10]	18	(5)	21,450	(8)
Triple time[10]	1	(–)	580	(–)
Time and a half plus another day off with pay[10]	31	(9)	18,910	(7)
Double time plus another day off with pay[10]	1	(–)	380	(–)
Straight time in addition to holiday pay	18	(5)	13,810	(5)
Time and a half in addition to holiday pay	161	(44)	111,700	(41)
Double time in addition to holiday pay	32	(9)	28,110	(10)
Double time and a half in addition to holiday pay	1	(–)	360	(–)
Other	24	(7)	18,660	(7)
SHIFT PREMIUM – SECOND SHIFT[11]				
No provision for second shift	81	(22)	59,130	(22)
3 cents	6	(2)	4,900	(2)
4 cents	4	(1)	1,460	(1)
5 cents	36	(10)	30,270	(11)
6 cents	59	(16)	40,140	(14)
7 cents	29	(8)	30,200	(11)
8 cents	35	(10)	22,750	(8)
9 cents	27	(8)	19,360	(7)
10 cents	34	(9)	27,680	(10)
Over 10 cents	21	(6)	14,130	(5)
Shift premium percentage of rate	23	(6)	20,950	(8)
Other	6	(2)	3,690	(1)
SHIFT PREMIUM – THIRD SHIFT[12]				
No provision for third shift	46	(12)	25,110	(9)
4 cents	2	(1)	1,580	(1)
5 cents	6	(2)	3,640	(1)
6 cents	18	(5)	10,930	(4)
7 cents	11	(3)	5,680	(2)
8 cents	22	(6)	11,830	(4)

Table 4 (Concluded)
PREMIUM PAY FOR TIME WORKED

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
SHIFT PREMIUM – THIRD SHIFT[12] (Concluded)				
9 cents	60	(16)	57,340	(21)
10 cents	65	(18)	50,850	(19)
11 cents	11	(3)	9,260	(3)
12 cents	35	(10)	18,680	(7)
13 cents	18	(5)	10,350	(4)
Over 13 cents	21	(6)	22,430	(8)
Shift premium percentage of rate	35	(10)	38,890	(14)
Other	11	(3)	7,910	(3)
PREMIUM PAY FOR REGULARLY SCHEDULED WORK ON SATURDAY				
No specific provision	338	(94)	257,230	(94)
Premium pay provision for regularly scheduled work on Saturday	23	(6)	17,430	(6)
PREMIUM PAY FOR REGULARLY SCHEDULED WORK ON SUNDAY				
No specific provision	300	(83)	218,650	(80)
Premium pay provision for regularly scheduled work on Sunday	61	(17)	56,010	(20)

Percentages of less than 0.5 are indicated by a dash (–).
For notes to tables see p. 56.

Table 5
PAY FOR TIME NOT WORKED

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PAID HOLIDAYS				
4 per year	2	(1)	790	(—)
5 per year	4	(1)	1,930	(1)
6 per year	11	(3)	5,320	(2)
7 per year	17	(5)	15,230	(6)
8 per year	178	(49)	153,500	(56)
9 per year	96	(26)	61,100	(22)
10 per year	3	(1)	2,030	(1)
Over 10 per year	7	(2)	5,640	(2)
5 per year, with extra pay (13)	1	(—)	330	(—)
6 per year, with extra pay (13)	16	(4)	10,020	(3)
7 per year, with extra pay (13)	20	(6)	15,740	(6)
8 per year, with extra pay (13)	3	(1)	1,340	(—)
Other	3	(1)	1,690	(1)
PROVISION CONCERNING PAID HOLIDAY FALLING ON SATURDAY (Not Normally Worked)				
No specific provision	257	(71)	203,200	(74)
Working day off with pay	67	(19)	50,780	(18)
Extra day's pay	15	(4)	7,410	(3)
Other	22	(6)	13,270	(5)
PROVISION CONCERNING PAID HOLIDAY FALLING ON SUNDAY (Not Normally Worked)				
No specific provision	184	(51)	150,190	(55)
Working day off with pay	145	(40)	106,260	(39)
Extra day's pay	13	(4)	6,660	(2)
Other	19	(5)	11,550	(4)
PROVISION CONCERNING PAID HOLIDAY FALLING ON SCHEDULED DAY OFF (Other Than Saturday and Sunday)				
No specific provision	290	(81)	219,800	(80)
Working day off with pay	30	(8)	25,890	(9)
Extra day's pay	26	(7)	19,300	(7)
Other	15	(4)	9,670	(4)

Table 5 (Continued)
PAY FOR TIME NOT WORKED

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PROVISION CONCERNING PAID HOLIDAY FALLING WITHIN VACATION PERIOD				
No specific provision	162	(45)	117,670	(43)
Vacation extended	70	(19)	49,270	(18)
Extra day's pay	127	(35)	106,160	(38)
Other	2	(1)	1,560	(1)
PAID VACATIONS – GENERAL				
No specific provision[14]	6	(2)	3,690	(1)
Provision for one week only[15]	0	(–)	0	(–)
Provision for more than one week[15]	355	(98)	270,970	(99)
PAID VACATIONS – TWO WEEKS				
No specific provision	7	(2)	4,000	(1)
After 1 year	75	(20)	47,050	(17)
After 2 years	56	(16)	51,360	(19)
After 3 years	111	(31)	85,590	(32)
After 4 years	6	(2)	3,390	(1)
After 5 years	105	(29)	82,890	(30)
After 6 years	1	(–)	380	(–)
PAID VACATIONS – THREE WEEKS				
No specific provision	35	(10)	21,720	(8)
After 1 year	1	(–)	310	(–)
After 3 years	3	(1)	2,010	(1)
After 5 years	28	(8)	17,750	(6)
After 10 years	116	(33)	84,080	(31)
After 11 years	1	(–)	360	(–)
After 12 years	18	(5)	11,060	(4)
After 13 years	8	(2)	4,970	(2)
After 15 years	140	(39)	127,260	(46)
After 18 years	1	(–)	300	(–)
After 20 years	5	(1)	1,990	(1)
After 25 years	5	(1)	2,850	(1)

Table 5 (Continued)
PAY FOR TIME NOT WORKED

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PAID VACATIONS – FOUR WEEKS				
No specific provision	161	(45)	114,950	(42)
After 10 years	3	(1)	2,010	(1)
After 20 years	16	(4)	7,380	(2)
After 22 years	3	(1)	1,900	(1)
After 23 years	13	(4)	8,190	(2)
After 24 years	1	(–)	1,050	(1)
After 25 years	152	(42)	127,120	(46)
After 26 years	5	(1)	3,690	(2)
After 30 years	7	(2)	8,370	(3)
PAID VACATIONS – FIVE WEEKS				
No specific provision	358	(99)	272,650	(99)
After 25 years	3	(1)	2,010	(1)
REST PERIODS[16]				
No specific provision	223	(62)	170,870	(62)
Once a day, 10 minutes	8	(2)	11,530	(4)
Twice a day, 20 minutes in total	99	(27)	77,200	(28)
Twice a day, 30 minutes in total	9	(3)	4,550	(2)
Other	22	(6)	10,510	(4)
PAID MEAL PERIODS				
No specific provision	244	(68)	185,640	(68)
Paid meal period without reference to shift work	3	(1)	1,300	(–)
Paid meal period, on all shifts worked	31	(8)	23,900	(9)
Paid meal period, but not on all shifts worked	14	(4)	10,290	(4)
Paid meal period on overtime and/or in other special circumstances only	69	(19)	53,530	(19)
PAID WASH-UP TIME				
No specific provision	290	(80)	225,550	(82)
Provision for paid wash-up time	71	(20)	49,110	(18)

Table 5 (Concluded)
PAY FOR TIME NOT WORKED

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
SICK PAY				
No reference in agreement to paid sick leave, or to sick leave benefit plan	199	(55)	160,150	(58)
Agreement provides or mentions paid sick leave, or sick leave benefit plan[17]	162	(45)	114,510	(42)
PAID LEAVE ON DEATH IN FAMILY				
No specific provision	158	(44)	139,230	(51)
Paid leave on death in family	203	(56)	135,430	(49)
PAID LEAVE FOR JURY DUTY OR COURT WITNESS				
No specific provision	246	(68)	170,710	(62)
Paid leave for jury duty or court witness[18]	115	(32)	103,950	(38)

Percentages of less than 0.5 are indicated by a dash (—).
For notes to tables see p. 56.

Table 6
PAY GUARANTEES

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
REPORTING PAY GUARANTEE[19]				
No specific provision	59	(16)	32,740	(12)
2 hours of work or pay	81	(22)	52,460	(20)
3 hours of work or pay	37	(10)	24,830	(9)
4 hours of work or pay	168	(47)	153,870	(56)
5 hours of work or pay	2	(1)	820	(–)
8 hours of work or pay	2	(1)	1,070	(–)
Other	12	(3)	8,870	(3)
CALL-IN (CALL-BACK) PAY GUARANTEE[20]				
No specific provision	82	(23)	58,230	(21)
Straight time for minimum of 2 hours	6	(2)	8,640	(3)
Straight time for minimum of 3 hours	20	(6)	12,940	(5)
Straight time for minimum of 3 hours plus actual time worked	1	(–)	4,400	(2)
Time and one half for minimum of 2 hours	15	(4)	7,610	(3)
Time and one half for minimum of 3 hours	13	(3)	5,770	(2)
Time and one half for minimum of 4 hours	14	(4)	10,850	(4)
Minimum number of hours at straight time rate, or actual hours worked at premium rate, whichever is greater	120	(33)	82,880	(30)
Other[21]	90	(25)	83,340	(30)
TRAVEL ALLOWANCE ON CALL-IN (CALL-BACK)				
No specific provision	333	(92)	247,170	(90)
Travel allowance on call-in (call-back), amount specified	19	(5)	15,950	(6)
Travel allowance on call-in (call-back) indicated, but amount not specified	9	(3)	11,540	(4)
GUARANTEED EMPLOYMENT OR EARNINGS				
No specific provision	341	(95)	262,160	(96)
Weekly guarantee, i.e. employment or pay guaranteed for a certain number of hours or days per week	19	(5)	12,020	(4)
Annual guarantee, i.e. employment or pay guaranteed for a certain number of hours, days or weeks per year	1	(–)	480	(–)

Percentages of less than 0.5 are indicated by a dash (–).
For notes to tables see p. 56.

Table 7
GRIEVANCES AND ARBITRATION

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PROVISION FOR HANDLING OF GRIEVANCES				
No specific provision	0	(–)	0	(–)
Provision for handling of grievances	361	(100)	274,660	(100)
GRIEVANCE PROCEDURE IN DISMISSAL CASES				
No specific provision	158	(44)	111,130	(40)
Provision for special grievance procedure in dismissal cases	203	(56)	163,530	(60)
COMPENSATION FOR GRIEVANCE WORK				
No specific provision	140	(39)	100,120	(37)
Grievance representative(s) paid for time spent on grievances during working hours (22)	129	(35)	96,320	(35)
Grievance representative(s) paid for time spent on grievances during working hours, up to a specific limit (22)	47	(13)	41,480	(15)
Grievance representative(s) paid for time spent on grievances during working hours, with a definite restriction placed on the handling of grievances during such hours	6	(2)	2,470	(–)
Other	39	(11)	34,270	(13)
SCOPE OF ARBITRATION				
No provision for arbitration	1	(–)	970	(–)
Differences arising out of the application, violation or interpretation of the agreement only (23)	315	(88)	240,080	(87)
Scope of arbitration broader than above	5	(1)	7,120	(3)
Scope of arbitration not clear	40	(11)	26,490	(10)
NUMBER OF ARBITRATORS				
No specific provision	8	(2)	5,510	(2)
Provision for single arbitrator	49	(14)	54,130	(20)
Provision for board of arbitrators	285	(79)	198,310	(72)
Provision for single arbitrator or board of arbitrators, depending on circumstances	19	(5)	16,710	(6)

Percentages of less than 0.5 are indicated by a dash (–).
For notes to tables see p. 56.

Table 8
SPECIAL PROVISIONS FOR WOMEN

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
EQUAL PAY				
No specific provision	330	(91)	239,120	(87)
Specific reference to equal pay for equal work	31	(9)	35,540	(13)
SEPARATE SENIORITY UNIT				
No separate seniority unit for women	328	(91)	233,150	(85)
Separate seniority unit for women	33	(9)	41,510	(15)
MATERNITY LEAVE				
No specific provision	313	(87)	246,060	(90)
Provision for maternity leave	48	(13)	28,600	(10)
REST PERIODS				
No specific provision	359	(99)	272,840	(99)
Special rest periods for women	2	(1)	1,820	(1)

Percentages of less than 0.5 are indicated by a dash (—).
For notes to tables see p. 56.

Table 9
OLDER OR HANDICAPPED WORKERS

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
OLDER OR HANDICAPPED WORKERS				
No specific provision	283	(78)	192,340	(70)
Provision concerning continued employment of older or handicapped workers (24)	78	(22)	82,320	(30)
RETIRED WORKERS				
No specific provision	349	(97)	263,080	(96)
Provision concerning employment of retired workers	12	(3)	11,580	(4)

Percentages of less than 0.5 are indicated by a dash (—).
For notes to tables see p. 56.

Table 10
MISCELLANEOUS PROVISIONS

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
TERM OF AGREEMENT				
Under 15 months	103	(28)	69,950	(25)
15–20 months	6	(2)	3,230	(1)
21–26 months	143	(40)	89,440	(33)
27–32 months	13	(4)	8,790	(3)
33 months and over	96	(26)	103,250	(38)
WAGE REOPENERS				
No specific provision	342	(94)	261,560	(96)
Wages to be reopened for negotiation automatically at specified time(s)	2	(–)	680	(–)
Either party may reopen wages for negotiation at specified time(s)	5	(2)	3,270	(1)
Either party may reopen wages for negotiation at any time[25]	10	(4)	7,390	(3)
Wages may be reopened for negotiation only in certain circumstances	2	(–)	1,760	(–)
COST-OF LIVING ALLOWANCE				
No specific provision	330	(91)	230,740	(84)
1 cent per hour adjustment for 0.6 change in Consumer Price Index	19	(5)	34,420	(13)
1 cent per hour adjustment for 0.7 change in Consumer Price Index	8	(3)	3,630	(1)
Other formulae linked to the Consumer Price Index	4	(1)	5,870	(2)
FREQUENCY OF PAY DAYS				
No specific provision	262	(73)	199,110	(73)
Weekly	91	(25)	71,290	(26)
Every two weeks	6	(2)	3,410	(1)
Twice a month	2	(–)	850	(–)
METHOD OF PAYMENT				
No specific provision	280	(78)	220,220	(80)
Cash	17	(4)	12,180	(4)
Cheque	64	(18)	42,260	(16)

Table 10 (Continued)
MISCELLANEOUS PROVISIONS

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
PAID MEALS				
No specific provision	271	(75)	213,930	(78)
Meal allowances provided for in certain circumstances	90	(25)	60,730	(22)
JOB POSTING				
No specific provision	167	(46)	125,280	(46)
Provision concerning the posting of job vacancies	194	(54)	149,380	(54)
LEAVE OF ABSENCE FOR UNION BUSINESS				
No specific provision	135	(38)	89,220	(32)
Extended leave for union officers (a year or more)	40	(11)	26,760	(10)
Limited leave for union business	59	(16)	33,280	(12)
Combination of the two above	95	(26)	99,210	(36)
Leave for union officers, length of leave not specified	32	(9)	26,190	(10)
CONTRACTING OUT				
No specific provision	340	(94)	249,650	(91)
Clause restricting in some way management right to contract out	21	(6)	25,010	(9)
MOONLIGHTING[26]				
No specific provision	337	(93)	260,130	(95)
Provision limiting or prohibiting moonlighting[27]	24	(7)	14,530	(5)
WORK STOPPAGES IN OTHER ESTABLISHMENTS				
No specific provision	334	(93)	259,420	(94)
Handling of strike-bound goods or other clauses concerning work stoppages in other establishments	27	(7)	15,240	(6)
NOTICE OF LAY-OFF[28]				
No specific provision	182	(50)	141,560	(51)

Table 10 (Concluded)
MISCELLANEOUS PROVISIONS

Provision	Establishments		Employees Covered	
	No.	(%)	No.	(%)
NOTICE OF LAY-OFF[28] (Concluded)				
1 day or less	20	(6)	15,330	(5)
2 days	20	(6)	12,210	(4)
3 days	27	(7)	21,730	(8)
5 days	17	(5)	10,400	(4)
6 days	3	(1)	1,570	(1)
7 days	42	(11)	38,560	(14)
14 days	6	(2)	4,820	(2)
Length of notice graduated according to service	16	(4)	10,350	(4)
Other[29]	28	(8)	18,130	(7)
SEVERANCE PAY AND S.U.B.[30]				
No specific provision	296	(82)	204,720	(75)
Provision for severance pay, benefits specified in agreement (no S.U.B. plan)	19	(5)	11,730	(4)
S.U.B. plan, with or without severance pay	46	(13)	58,210	(21)

Percentages of less than 0.5 are indicated by a dash (—).
For notes to tables see p. 56.

NOTES TO TABLES

(1) Mostly some other forms of compulsory check-off.

(2) Other than closed shop.

(3) Includes provisions leaving the length of retention unspecified or indefinite.

(4) Covers all specific clauses on the subject, whether providing for retention or loss of seniority.

(5) Refers to "normal", "regular" or "standard" daily hours of day-workers. Agreements making no explicit reference to "normal", "regular" or "standard" daily hours were tabulated on the basis of straight-time daily hours. A quarter-hour or more was rounded upward to nearest half-hour.

(6) Refers to "normal", "regular" or "standard" weekly hours of day-workers. Agreements making no explicit reference to "normal", "regular" or "standard" weekly hours were tabulated on the basis of straight-time weekly hours. A half-hour or more was rounded upward to nearest hour.

(7) Refers to "normal", "regular" or "standard" work-week of day-workers.

(8) Does not cover such specific provisions as premium pay for work on Saturday or Sunday, or the sixth or seventh day (not normally worked).

(9) Does not cover premium rates for work on paid holidays in excess of what is considered as normal daily working hours under the agreement.

(10) Agreement does not state whether or not the premium rate is in addition to holiday pay.

(11) Shift premiums involving fractions of a cent were rounded to nearest cent.

(12) Third shift or night shift. Shift premiums involving fractions of a cent were rounded to nearest cent.

(13) Includes two main types of clauses: those providing for more than a day's pay for some of the holidays, and those granting holiday pay for additional day(s), but no time off for such day(s).

(14) Agreements providing for vacations "according to law" were tabulated according to the provisions of the applicable legislation.

(15) Provisions under which the entitlement to time off does not match the amount of vacation pay were tabulated on the basis of vacation pay.

(16) Does not cover special provisions concerning rest periods for female employees.

(17) Agreements do not make reference to sick leave benefit plans in all cases where such plans exist.

(18) Does not include provisions for paid leave of absence only in connection with court cases involving the company.

(19) Refers to pay guarantees to employees who report for work at the usual hour, without notification to the contrary, and either find no work available, or are not given work for a full shift.

(20) Refers to pay guarantees to employees either called to work outside their regular working hours, or recalled to work after completing a work shift.

(21) Generally not less than 4 hours at straight rate or equivalent. Includes a number of provisions for guarantees at varying rates depending on time of call-in or call-back.

(22) With no definite restriction placed on the handling of grievances during working hours. Need for prior permission, or limitation to "reasonable" or "necessary" time were not regarded as definite restrictions.

(23) Including differences as to whether or not a matter is arbitrable.

(24) Does not include compulsory retirement clauses.

(25) Usually subject to notice.

(26) Engaging in some other gainful occupation while in the employ of the company.

(27) Mostly provisions limiting or prohibiting other employment during vacation or other leave.

(28) Data on notice of layoff are on the basis of the number of days stated in the agreement. These may be either working or calendar days. Notices in terms of hours were converted to days.

(29) Includes also cases where notice is provided for but length is not specified.

(30) "Severance pay" refers to special payments made to employees separated from employment with no expectation of recall. This does not include such payments as wages owing up to the date of separation, pay in lieu of notice, pay for unused vacation credits, pension benefits, payment of the employee's equity in a savings or profit sharing plan, and refund of his contributions to a pension fund. S.U.B. refers to supplemental unemployment benefit plans approved by the Unemployment Insurance Commission.

SCOPE OF REVIEW

As indicated in the Introduction, this review covers manufacturing establishments with 300 or more non-office employees under a collective agreement. In 1962 the Department of Labour had record of 361 such establishments in Canada. The review is based on the collective agreements that were in effect in these establishments at January 1, 1962. More than one-third of the agreements examined were scheduled to remain in effect until 1963 or later.

A number of the establishments covered have more than one collective agreement for non-office employees. In such establishments only the contracts applying to 300 or more non-office employees were included in the survey. The following three tables show the coverage by industry, province, and union.

COVERAGE BY INDUSTRY

Industry	Establishments	Employees Covered
Foods and beverages	42	21,540
Tobacco and tobacco products	6	4,980
Rubber products	14	9,160
Leather products	3	1,380
Textile products	27	18,600
Clothing	12	5,810
Wood products	20	11,690
Paper products	69	44,570
Printing and publishing	1	310
Iron and steel products	40	40,130
Transportation equipment	41	51,200
Non-ferrous metal products	22	26,550
Electrical apparatus and supplies	28	19,550
Non-metallic mineral products	12	6,810
Products of petroleum and coal	5	1,960
Chemical products	16	8,920
Miscellaneous manufacturing industries	3	1,500
Total	361	274,660

COVERAGE BY UNION

Union	Establishments	Employees Covered
Amalgamated Clothing Workers	5	2,590
Auto Workers	24	35,280
Bakery Workers	7	2,870
Chemical Workers	8	3,820
Glass and Ceramic Workers	5	3,650
I.U.E.	8	3,760
Machinists	14	13,180
Metal Trades' Federation	8	10,080
Mine, Mill and Smelter Workers	6	12,160
Oil Workers	8	4,400
Packinghouse Workers	16	9,350
Pulp and Paper Mill Workers	21	10,680
Pulp and Paper Workers' Federation	7	4,620
Rubber Workers	11	7,940
Steelworkers	33	36,370
Textile Federation	10	6,470
Textile Workers' Union	10	6,040
Tobacco Workers	6	4,980
U.E.	11	8,230
United Textile Workers	5	4,070
Woodworkers	17	10,380
Other unions	46	21,010
Two or more unions*	42	30,550
CLC-chartered locals	6	2,860
CNTU-chartered locals	5	3,070
Independent local organizations	22	16,250
Total	361	274,660

* Mostly agreements signed jointly by the Pulp and Paper Mill Workers and the Papermakers, or by these two unions in combination with other unions as well.

COVERAGE BY PROVINCE

Province	Establishments	Employees Covered
Newfoundland	2	2,350
Prince Edward Island	—	—
Nova Scotia	7	6,890
New Brunswick	7	4,330
Quebec	136	94,750
Ontario	157	135,200
Manitoba	7	3,690
Saskatchewan	1	390
Alberta	10	4,390
British Columbia	34	22,670
Total	361	274,660